

Exhibit A

Rachel Parton
AdTec, Inc.
115 West Main Street
P.O. Box 97
Centerville, IN 47330

Billed Entity Number: 130429
Form 471 Application Number: 943560
Form 486 Application Number:



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2014-2015

September 11, 2014

Rachel Parton
AdTec, Inc.
115 West Main Street
P.O. Box 97
Centerville, IN 47330

Re: Applicant Name: EAST NOBLE SCHOOL CORPORATION
Billed Entity Number: 130429
Form 471 Application Number: 943560
Funding Request Number(s): 2628233
Your Correspondence Dated: June 20, 2014

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2014 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 2628233
Decision on Appeal: **Denied**
Explanation:

- Program Integrity Assurance (PIA) processed FRN 2628233 as submitted and approved \$3,278.60 one-time charge requested. On appeal, you requested an increase in funding to \$9,835.80 one-time charge. According to program guidance, increases to funding may be requested when the applicant submits increase in funding on the FCC Form 471 Receipt Acknowledgement Letter (RAL) or during Program Integrity Assurance (PIA) review. Requests to increase funding may be submitted up until the FCDL letter is issued. Based on the documentation in the record, USAC determined that you did not request an increase in funding on the Receipt Acknowledgement Letter (RAL) or during the original/PIA review. Consequently, the appeal is denied.

- Your appeal requests additional funds that were not included in the FCC Form 471 that you are appealing. FCC rules require that funding requests must be submitted via an FCC Form 471. *See* 47 C.F.R. sec. 54.504(a). Considerations for funding requests depend on the date the FCC Form 471 is received and the amount of funds available if it is received after the close of the filing window. *See* 47 C.F.R. sec. 54.507(g)(1)(i)-(v). The FCC directed USAC to allow applicants to amend their forms to correct clerical and ministerial errors on their FCC Forms 470, FCC Form 471 applications, or associated documentation until an FCDL is issued. Such errors include only the kinds of errors that a typist might make when entering data from one list to another, such as mistyping a number, using the wrong name or phone number, failing to enter an item from the source list onto the application, or making an arithmetic error. *See* Schools and Libraries Universal Service Support Mechanism, CC Docket No. 02-6, Order, FCC 11-60 para. 5 (rel. April 14, 2011). Additional correctable errors can be found in the FCC Order DA 10-2354. *See* Requests for Waiver and Review of Decisions of the Universal Service Administrator by Ann Arbor Public Schools, Ann Arbor, Michigan, et al., Schools and Libraries Universal Service Support Mechanism, File Nos. SLD-542873, et al., CC Docket No. 02-6, Order, DA 10-2354 para. 2 (rel. December 16, 2010).
- The FCC's Bishop Perry Order directed USAC "to provide all E-rate applicants with an opportunity to correct ministerial and clerical errors on their FCC Form 470 or FCC Form 471, and an additional opportunity to file the required certifications" without posting new FCC Forms 470 and 471. *See* Request for Review of the Decision of the Universal Service Administrator by Bishop Perry Middle School, New Orleans, Louisiana, et al., Schools and Libraries Universal Service Mechanism, File Nos. SLD-487170, et al., CC Docket No. 02-6, Order, 21 FCC Rcd 5316-5317, FCC 06-54 para. 23 (May 19, 2006) (Bishop Perry Order). As a result, USAC sends an applicant a Receipt Acknowledgement Letter (RAL) when the FCC Form 471 has been successfully data entered and provides the applicant with an opportunity to make allowable corrections to its FCC Form 471. *See* Ministerial & Clerical Errors posted in the Reference Area of the SLD section of the USAC website. Per the FCC's directive, applicants should be allowed to amend their forms to correct clerical and ministerial errors until a Funding Commitment Decision Letter (FCDL) is issued. Such errors include only the kinds of errors that a typist might make when entering data from one list to another, such as mistyping a number, using the wrong name or phone number, failing to enter an item from the source list onto the application, or making an arithmetic error. *See* Schools and Libraries Universal Service Support Mechanism, CC Docket No. 02-6, Order, FCC 11-60 para. 5 (rel. April 14, 2011). Additional correctable errors can be found in the FCC Order DA 10-2354. *See* Requests for Waiver and Review of Decisions of the Universal Service Administrator by Ann Arbor Public Schools, Ann Arbor, Michigan, et al., Schools and Libraries Universal Service Support Mechanism, File Nos. SLD-542873, et al., CC Docket No. 02-6, Order, DA 10-2354 para. 2 (rel. December, 2010). An applicant's request to remove entities from its application, when such removal would raise the average discount percentage for the relevant funding request above the funding threshold for that year, is not justifiable as a ministerial or clerical error. *See* Request for Waiver and Review of Decisions of the Universal

Service Administrator by Alexander County School District, Taylorsville, North Carolina, et al., Schools and Libraries Universal Service Support Mechanism, File No. SLD-827833 et al., CC Docket No. 02-6, Order, DA 13-1383 para. 2(rel. June 14, 2013).

Since your appeal was denied in full, dismissed or cancelled, you may file an appeal with the FCC. Your appeal must be postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company

cc: Brian Leitch

Exhibit B



FY 2014 E-rate Application Information Request

3/24/2014

Contact Name: Rachel Parton
Applicant Name: EAST NOBLE SCHOOL CORPORATION
FCC Form 471 Application Number(s): 943560
Response Due Date: 04/08/2014

Dear Applicant:

The Program Integrity Assurance (PIA) team is in the process of reviewing your Funding Year 2014 FCC Form 471 Applications for E-rate discounts. To complete our review, we need additional information, which is listed below.

Eligibility of Products or Services

I. Issue

Based on the review of your Funding Year 2014 FCC Form 471 **#943560** for FRN **#2628233**, your Item 21 Attachment was not sufficient to allow us to determine the eligibility of your web hosting service request.

This FRN is East Noble's web hosting service with SharpSchool. Please see the attached quote from SharpSchool.

Questions

To assist us in the review of your application, we need the following information:

1. Please provide vendor documentation to support your web hosting service request of **\$3,278.6.00.**

Note: Any vendor documentation provided should clearly identify any ineligible charges that were cost allocated out of your request. Examples of supporting vendor documentation include contracts, vendor quotes, vendor bills, invoices, etc.

Please submit the necessary information within the 15 calendar day deadline of this request. Failure to respond may result in the denial or reduction of your funding request(s).

II. Issue

Based on the review of your Funding Year 2014 FCC Form 471 **#943560** for FRN **#2629695**, your Item 21 Attachment was not sufficient to allow us to determine the eligibility of your request.

Questions

To assist us in the review of your application, we need the following information:

1. Vendor documentation which supports the funding request amount of **\$6,763.05**.

Please keep the following items in mind when provide vendor documentation:

- a. Any vendor documentation provided should clearly identify any ineligible charges that were cost allocated out of your request. Examples of supporting documentation include contracts, vendor quotes, vendor bills, invoices, etc.
- b. If you do not have vendor documentation that supports the total amount requested, please explain the difference between the amount you requested on the FRN and the amount shown on the documentation you provide.
- c. If you are requesting additional dollars to accommodate expected growth or increased usage, please indicate how you estimated this amount. Please also provide any relevant documentation that you used when determining the estimate for expected growth or increased usage.

Please submit the necessary information within the 15 calendar day deadline of this request. Failure to respond may result in the denial or reduction of your funding request

Response Reminders

Please email or fax the requested information to my attention. If you have any questions or you do not understand what we are requesting, please feel free to contact me.

It is important that we receive all of the information requested **within 15 calendar days** so we can complete our review of your application(s). **Failure to send all of the information requested may result in a reduction or denial of funding. If you need additional time to prepare your response, please let me know as soon as possible.**

Should you wish to cancel your FCC Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the FCC Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Sincerely,

Karen J. Heald
Program Integrity Assurance
USAC, Schools and Libraries Division
Phone: 973-581-7578
Fax: 973-599-6579

PIA Information Request
Page 3 of 3
Response due: 04/08/2014

E-mail: kheald@universalservice.org

Exhibit C

CONFIRMING

34400

EAST NOBLE SCHOOL CORPORATION

CONFIRMING

~~DIS NOT SUPP~~

REQUISITION BLANK FOR SUPPLIES DURING SCHOOL YEAR

Supplies bought by individuals without the use of this form properly OK'd must be paid for by those who buy them.

To the Superintendent of Schools:

2/19

20 14

I wish to purchase the following articles for school use:

QUANTITY	NAME OF ARTICLE	ESTIMATED PRICE		COMPANY OR FIRM 51246	TO BE USED FOR
		EACH	TOTAL		
9	School Web Hosting Pro Rated 3/1/2014 - 6/30/2014		3380 ⁰⁰	Sharp School PO Box 1608 Williamsville, NY 14221-1608	School Web Sites + Setup
9	Responsive Design		4500 ⁰⁰		
	510		0		
			7880 ⁰⁰		

BD	FUND	PROGRAM	OBJECT	LOCATION	AMOUNT
	8120	22360	744	6060	\$ 7880.00
					\$
					\$

Receiving Person _____

Signed _____

Request granted by _____

Asst. Superintendent

Pricing and Contract: FY2014-2015

Prepared For:

Rick Williams or Joanne Cook

East Noble School Corporation

RE: Form470#926990001154565

Prepared By:

Gordon Duff

SharpSchool – SPIN #143031119

T: 1.888.742.7702 x706

F: 1.866.204.6147

E: gordon.duff@sharpschool.com

Appendix A: Pricing

East Noble School Corporation

District Eligibility: 73%

Service Starts: March 1, 2014

Service Ends: June 30, 2014

February 7, 2014

Pricing Summary		
SharpSchool Edition	Premium	
Hosting	Units	Price
School Web Hosting	9	\$3,380.00
Student Email (Standard)	0	\$0.00
Student Email (Premium)	0	\$0.00
Staff Email (Premium)	0	\$0.00
Instructional Management (IMS)	0	\$0.00
Hosting Total (Per Year)		\$3,380.00

SharpSchool Eligibility		
Eligibility	E-Rate Eligible	E-Rate Ineligible
97%	\$3,278.60	\$101.40
100%	\$0.00	\$0.00
98%	\$0.00	\$0.00
98%	\$0.00	\$0.00
0%	\$0.00	\$0.00
	\$3,278.60	\$101.40

Estimated Costs	
District Eligibility: 73%	
E-Rate Pays	District Pays
\$2,393.38	\$986.62
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$2,393.38	\$986.62

Professional Services	Units	Price
Training		
Administrator Onsite	0	\$0.00
Online	0	\$0.00
IMS Consulting	0	\$0.00
Responsive Design	9	\$4,500.00
Services Total (One Time)		\$4,500.00

Eligibility	E-Rate Eligible	E-Rate Ineligible
0%	\$0.00	\$0.00
0%	\$0.00	\$0.00
0%	\$0.00	\$0.00
0%	\$0.00	\$4,500.00
	\$0.00	\$4,500.00

E-Rate Pays	District Pays
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$4,500.00
\$0.00	\$4,500.00

Totals	Price
Total Cost	\$7,880.00

E-Rate Eligible	E-Rate Ineligible
\$3,278.60	\$4,601.40

E-Rate Pays	District Pays
\$2,393.38	\$5,486.62

Sample Cost Breakdowns after E-Rate	
Cost for Entire District	
Per Year	\$5,487
Per Month	\$457
Cost Per School	
Per Year	\$610
Per Month	\$51

Training Options	
1 Day Onsite	\$1,500
2 Days Onsite	\$2,500
3 Days Onsite	\$3,500
Online Training	\$350

*Travel expenses for onsite are extra

* Based on SharpSchool's e-Rate Eligibility for the 2013 e-rate funding year. Rates are subject to change by USAC.

** Based on the applicants e-Rate eligibility discount for the previous funding year if available.

This hosting Agreement (the "Agreement") is entered into between the Internet Service Provider, Intrafinity Inc. o/a SharpSchool, 60 Adelaide Street East, Toronto, ON M5C 3E4 ("SharpSchool"), and East Noble School Corporation with a principal address of 126 West Rush Street, Kendalville, IN 46755 1252 (the "Customer"). Therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, SharpSchool and the Customer hereby agree to the following:

1. RESOURCES AND SERVICES PROVIDED BY SHARPSCHOOL

SharpSchool shall provide the Customer with access to SharpSchool technology for Customer web site(s), content control, and hosting for a period of three (3) years at the annual price guaranteed herein unless additional services are purchased by the Customer for any given annual term. If the level of service does change, pursuant to Customer's request, while the date of Agreement will not change, the pricing may. SharpSchool will not increase this annual price except in accordance with such a Customer request.

2. SERVICES AND PAYMENT

SharpSchool shall provide web hosting and/or any other services as consistent with and according to the proposal attached hereto as "Appendix A". Customer shall remit full deposit and/or payments consistent with and according to "Appendix A". All charges shall be due and payable within 30 days of receipt of invoice thereof. Customer shall pay a late payment charge of 3% per month on any unpaid amount for each calendar month that any payments to SharpSchool are in arrears. Customer is responsible for any and all taxes associated with the services. If the customer wishes to begin installation before proposed installation date, the Customer will be required to pay a pro-rated cost for the web hosting for the early start.

On or about July 1st, 2014 the invoice for the 2014-2015 ERate funding year will be issued. Unless otherwise indicated, Customer will be required to pay the full amount of the invoice within 30 days of receipt thereof and apply to USAC for a reimbursement as per the BEAR (Billed Entity Reimbursement Form) invoicing method. If the Customer wishes to proceed by way of the SPI (Service Provider Invoicing) invoicing method, Customer must indicate as much upon signing of the Agreement, confirm that a Form 471 has been submitted under our SPIN (Service Provider Information Number), and pay the non-discounted portion of the invoice within 30 days of receipt thereof.

****Customer has confirmed their selection of the SPI invoicing method in accordance with the above noted.**

3. TERM AND TERMINATION

(a) Term.

This Agreement shall become effective on the date written below and shall remain in full force and effect for a term of 3 (three) years ("Contract Term") as of the Service Installation Date of July 1, 2014. This contract allows for multi-year renewal and can be extended for subsequent annual terms pursuant to Customer's request. This contract renews automatically for subsequent one-year terms unless SharpSchool receives written notice from Customer 30 days prior to end of effective Contract Term.

If a properly submitted and otherwise valid ERate funding request by Customer is not granted by USAC, Customer may terminate this Agreement as a result of not receiving said funding provide that they advise SharpSchool immediately upon receipt of the applicable Funding Commitment Decision Letter (FCDL).

(b) Termination for Cause.

Either party may terminate this Agreement in the event that the other party materially breaches a provision of this Agreement and the other party fails to cure such breach within thirty (30) days after the party provides written notice of such breach to the other party. In the event of a termination, all monies for the remainder of the Contract Term shall become immediately due.

4. INDEMNITY

Customer shall defend, indemnify and hold harmless SharpSchool from and against any and all claims, actions, proceedings, judgments, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising from or related to: (i) Customer's failure to perform correctly any of Customer's obligations under this Agreement, (ii) failure of any representation by Customer in this Agreement to be entirely true, or (iii) any actions or omissions by Customer in its operation of its site or equipment that lead to any claims against SharpSchool.

5. OWNERSHIP

All ownership of product and code resides with SharpSchool with exception of any content, copy and/or pictures that were uploaded to the Customer web site by the Customer which will remain that of the Customer's. Customer acknowledges and hereby warrants that it is wholly and solely responsible for all information appearing on the site and that SharpSchool has no responsibility for the accuracy, completeness or legality of Customer's information.

6. LIMITATION OF LIABILITY

IN NO EVENT SHALL SHARPSCHOOL BE LIABLE TO CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SAME. SHARPSCHOOL'S LIABILITY TO CUSTOMER FOR WEB HOSTING AND/OR OTHER SERVICES RENDERED HEREIN, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SHARPSCHOOL UNDER THIS AGREEMENT BY CUSTOMER, NOT INCLUDING AMOUNTS FOR REIMBURSEMENTS.

7. MARKETING

Customer permits SharpSchool to include the Customer's name and an example of the Customer's home page, including a link to the Customer's website, on the SharpSchool corporate website and/or in any SharpSchool marketing materials, whether hard copy or electronic. Customer will make a reasonable attempt to work with the SharpSchool marketing department to create a case study related to their website.

8. GENERAL

This Agreement and its validity, construction, and performance shall be governed in all respects by the laws of the province of Ontario and exclusive jurisdiction and venue for all matters relating to this Agreement shall be in the province of Ontario.

Except as otherwise specifically set forth herein, all notices shall be in writing and shall be forwarded by registered or certified mail, or by overnight express courier requiring signature of the recipient to complete delivery.

IN WITNESS WHEREOF, SharpSchool has executed this Agreement as of the date indicated below.

Accepted on behalf of SHARPSCHOOL:

By: 

John Carbrey

Title: Chief Technology Officer

Date: February 7, 2014

IN WITNESS WHEREOF, CUSTOMER has executed this Agreement as of the date indicated below.

Accepted on behalf of CUSTOMER:

By: 

Title: Business
MANAGER

Date: 2/21/14

CONFIRMATION OF CUSTOMER CONTACTS:

Kindly confirm the contact information for each of the following:

1. PRIMARY CONTACT

Name & Title:	DANNA BOE TECH DIR
Email:	ICOOK@EASTMORU.NET
Phone:	260-347-2502

2. BILLING/INVOICING CONTACT

Name & Title:	SAMUE
Email:	
Phone:	

SERVICE INSTALLATION DATE

Service Installation Date: March 1, 2014

34399

EAST NOBLE SCHOOL CORPORATION

REQUISITION BLANK FOR SUPPLIES DURING SCHOOL YEAR

Supplies bought by individuals without the use of this form properly OK'd must be paid for by those who buy them.

To the Superintendent of Schools:

2/19 2014

I wish to purchase the following articles for school use:

QUANTITY	NAME OF ARTICLE	ESTIMATED PRICE		COMPANY OR FIRM 5124	TO BE USED FOR
		EACH	TOTAL		
9	ERATE School Web Hosting July 1, 2014 - June 30, 2015 ERATE Discount		10,140⁰⁰ ¹⁸ 7081 ²² 3058 ⁻	SharpSchool	Web Hosting

BD	FUND	PROGRAM	OBJECT	LOCATION	AMOUNT
	0350	22360	747	6060	\$ BAL.
					\$
					\$

Receiving Person _____
Signed _____
Request granted by _____
Asst. Superintendent



SharpSchool

The Only School Software

Pricing and Contract

Prepared For:
East Middle School Committee

Prepared By:
Gordon Duff
SharpSchool - SPN #143031112
T: 1.800.742.7703 ext. 700
F: 1.800.234.147
E: Gordon.Duff@sharpschool.com

Standard Legal Clarifications

Confidentiality

This proposal contains information confidential and proprietary to SharpSchool including in particular detailed pricing and designs (the "Information"). SharpSchool requires that the Information be held in strict confidence by the recipient and be protected with the same degree of care as the recipient uses to protect its own confidential and proprietary information, which in any event shall not be less than a reasonable degree of care. The recipient shall use the Information solely to prepare the proposal and for no other purpose without SharpSchool's prior written consent. The recipient shall not, without the prior written consent of SharpSchool, disclose the Information to any person or entity except its own authorized employees or agents who require same in connection with evaluating this proposal and who also have been advised of the confidential and proprietary nature of the Information and have agreed to protect same.

Title to the Information shall be retained by SharpSchool. In the event SharpSchool is not the successful bidder, the recipient shall either return to SharpSchool or securely destroy all copies of the proposal. As the release of the Information could significantly prejudice the competitive position of SharpSchool, the recipient agrees that the response is confidential for purposes of any applicable Freedom of Information legislation.

Binding Agreement

SharpSchool warrants that provision of this response does not constitute a binding agreement on the part of the recipient to SharpSchool. The recipient agrees that this proposal is not a contract, and that the recipient's obligations are limited to the terms of this proposal. The recipient agrees that this proposal is not a contract, and that the recipient's obligations are limited to the terms of this proposal. The recipient agrees that this proposal is not a contract, and that the recipient's obligations are limited to the terms of this proposal.

Limitation of Liability

SharpSchool's liability for all claims and damages arising from this contract, including any warranty liabilities, will be limited, and liability for consequential damages will be excluded.

Regulatory Approvals

This proposal is subject to the comments and qualifications contained herein, as well as all regulatory approvals applicable to the transaction. The recipient agrees that it is not bound by the terms of this proposal until it has obtained all necessary regulatory approvals, and the filing and receipt of any necessary utility or regulatory approvals.

Appendix A: Pricing

East Noble School Corporation

District Eligibility: 72%

Service Starts: July 1, 2014

Service Ends: June 30, 2015

February 19, 2014

Pricing Summary			SharpSchool Eligibility *			Estimated Costs **	
SharpSchool Edition	Premium		Eligibility	E-Rate Eligible	E-Rate Ineligible	District Eligibility: 72%	
Hosting	Units	Price				E-Rate Pays	District Pays
School Web Hosting	9	\$10,140.00	97%	\$9,835.80	\$304.20	\$7,081.78	\$3,058.22
Student Email (Standard)	0	\$0.00	100%	\$0.00	\$0.00	\$0.00	\$0.00
Student Email (Premium)	0	\$0.00	98%	\$0.00	\$0.00	\$0.00	\$0.00
Staff Email (Premium)	0	\$0.00	98%	\$0.00	\$0.00	\$0.00	\$0.00
Instructional Management (IMS)	0	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00
Hosting Total (Per Year)		\$10,140.00		\$9,835.80	\$304.20	\$7,081.78	\$3,058.22

Professional Services	Units	Price	Eligibility	E-Rate Eligible	E-Rate Ineligible	E-Rate Pays	District Pays
Training							
Administrator Onsite	0	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00
Online	0	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00
IMS Consulting	0	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00
Responsive Design	0	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00
Services Total (One Time)		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00

Totals	Price	E-Rate Eligible	E-Rate Ineligible	E-Rate Pays	District Pays
Total Cost	\$10,140.00	\$9,835.80	\$304.20	\$7,081.78	\$3,058.22

Sample Cost Breakdowns after E-Rate		Training Options	
Cost for Entire District		1 Day Onsite	\$1,500
Per Year	\$3,058	2 Days Onsite	\$2,500
Per Month	\$255	3 Days Onsite	\$3,500
Cost Per School		Online Training	\$350
Per Year	\$340	*Travel expenses for onsite are extra	
Per Month	\$28		

* Based on SharpSchool's e-Rate Eligibility for the 2013 e-rate funding year. Rates are subject to change by USAC.

** Based on the applicants e-Rate eligibility discount for the previous funding year if available.

This hosting Agreement (the "Agreement") is entered into between the Internet Service Provider, Intrafinity Inc. o/a SharpSchool, 60 Adelaide Street East, Toronto, ON M5C 3E4 ("SharpSchool"), and East Noble School Corporation with a principal address 126 West Rush Street, Kendallville, IN 46755 1252 (the "Customer"). Therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, SharpSchool and the Customer hereby agree to the following:

1. RESOURCES AND SERVICES PROVIDED BY SHARPSCHOOL

SharpSchool shall provide the Customer with access to SharpSchool technology for Customer web site(s), content control, and hosting for a period of One (1) years at the annual price guaranteed herein unless additional services are purchased by the Customer for any given annual term. If the level of service does change, pursuant to Customer's request, while the date of Agreement will not change, the pricing may. SharpSchool will not increase this annual price except in accordance with such a Customer request.

2. SERVICES AND PAYMENT

SharpSchool shall provide web hosting and/or any other services as consistent with and according to the proposal attached hereto as "Appendix A". Customer shall remit full deposit and/or payments consistent with and according to "Appendix A". All charges shall be due and payable within 30 days of receipt of invoice thereof. Customer shall pay a late payment charge of 3% per month on any unpaid amount for each calendar month that any payments to SharpSchool are in arrears. Customer is responsible for any and all taxes associated with the services. If the customer wishes to begin installation before proposed installation date, the Customer will be required to pay a pro-rated cost for the web hosting for the early start.

On or about July 1st, 2014 the invoice for the 2014-2015 ERate funding year will be issued. Unless otherwise indicated, Customer will be required to pay the full amount of the invoice within 30 days of receipt thereof and apply to USAC for a reimbursement as per the BEAR (Billed Entity Reimbursement Form) invoicing method. If the Customer wishes to proceed by way of the SPI (Service Provider Invoicing) invoicing method, Customer must indicate as much upon signing of the Agreement, confirm that a Form 471 has been submitted under our SPIN (Service Provider Information Number), and pay the non-discounted portion of the invoice within 30 days of receipt thereof.

****Customer has confirmed their selection of the SPI invoicing method in accordance with the above noted.**

3. TERM AND TERMINATION

(a) Term.

This Agreement shall become effective on the date written below and shall remain in full force and effect for a term of 1 (One) years ("Contract Term") as of the Service Installation Date of July 1, 2014. This contract allows for multi-year renewal and can be extended for subsequent annual terms pursuant to Customer's request. This contract renews automatically for subsequent one-year terms unless SharpSchool receives written notice from Customer 30 days prior to end of effective Contract Term.

If a properly submitted and otherwise valid ERate funding request by Customer is not granted by USAC, Customer may terminate this Agreement as a result of not receiving said funding provide that they advise SharpSchool immediately upon receipt of the applicable Funding Commitment Decision Letter (FCDL).

(b) Termination for Cause.

Either party may terminate this Agreement in the event that the other party materially breaches a provision of this Agreement and the other party fails to cure such breach within thirty (30) days after the party provides written notice of such breach to the other party. In the event of a termination, all monies for the remainder of the Contract Term shall become immediately due.

4. INDEMNITY

Customer shall defend, indemnify and hold harmless SharpSchool from and against any and all claims, actions, proceedings, judgments, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising from or related to: (i) Customer's failure to perform correctly any of Customer's obligations under this Agreement, (ii) failure of any representation by Customer in this Agreement to be entirely true, or (iii) any actions or omissions by Customer in its operation of its site or equipment that lead to any claims against SharpSchool.

5. OWNERSHIP

All ownership of product and code resides with SharpSchool with exception of any content, copy and/or pictures that were uploaded to the Customer web site by the Customer which will remain that of the Customer's. Customer acknowledges and hereby warrants that it is wholly and solely responsible for all information appearing on the site and that SharpSchool has no responsibility for the accuracy, completeness or legality of Customer's information.

6. LIMITATION OF LIABILITY

IN NO EVENT SHALL SHARPSCHOOL BE LIABLE TO CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SAME. SHARPSCHOOL'S LIABILITY TO CUSTOMER FOR WEB HOSTING AND/OR OTHER SERVICES RENDERED HEREIN, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SHARPSCHOOL UNDER THIS AGREEMENT BY CUSTOMER, NOT INCLUDING AMOUNTS FOR REIMBURSEMENTS.

7. MARKETING

Customer permits SharpSchool to include the Customer's name and an example of the Customer's home page, including a link to the Customer's website, on the SharpSchool corporate website and/or in any SharpSchool marketing materials, whether hard copy or electronic. Customer will make a reasonable attempt to work with the SharpSchool marketing department to create a case study related to their website.

8. GENERAL

This Agreement and its validity, construction, and performance shall be governed in all respects by the laws of the province of Ontario and exclusive jurisdiction and venue for all matters relating to this Agreement shall be in the province of Ontario. Except as otherwise specifically set forth herein, all notices shall be in writing and shall be forwarded by registered or certified mail, or by overnight express courier requiring signature of the recipient to complete delivery.

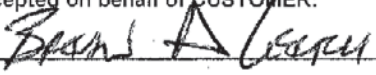
IN WITNESS WHEREOF, SharpSchool has executed this Agreement as of the date indicated below.

Accepted on behalf of SHARPSCHOOL:

By: 
John Carbrey
Title: Chief Technology Officer Date: February 7, 2014

IN WITNESS WHEREOF, CUSTOMER has executed this Agreement as of the date indicated below.

Accepted on behalf of CUSTOMER:

By: 
Title: Business Date: 2/21/14
MANUSC

CONFIRMATION OF CUSTOMER CONTACTS:

Kindly confirm the contact information for each of the following:

1. PRIMARY CONTACT

Name & Title:	JOANNA COOK TECH DIR
Email:	J.COOK@FAIRMARLE-NET
Phone:	260-347-2502

2. BILLING/INVOICING CONTACT

Name & Title:	
Email:	SAME
Phone:	

SERVICE INSTALLATION DATE

Service Installation Date: July 1, 2014

Exhibit D



FY 2014 E-rate Application Information Request

3/25/2014

Contact Name: Rachel Parton
Applicant Name: EAST NOBLE SCHOOL CORPORATION
FCC Form 471 Application Number(s): 943560

Dear Applicant:

The Program Integrity Assurance (PIA) team is in the process of reviewing your Funding Year 2014 FCC Form 471 Applications for E-rate discounts.

Eligibility of Products or Services

I. Issue

We have completed our review of your Funding Year 2014 FCC Form 471 application **#943560** and have determined that FRN **#2628233** includes ineligible items and therefore, will be denied.

Listed below are the ineligible items:

Ineligible services
Web hosting delivered during FY2013 funding year

If you do not agree with the review decision

If you disagree with our determination and you have alternative information, please provide third party documentation to support your position (e.g. vendor bill, contract, service agreement, etc.).

Should you wish to cancel your FCC Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the FCC Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Sincerely,

Karen J. Heald
Program Integrity Assurance
USAC, Schools and Libraries Division
Phone: 973-581-7578

PIA Information Request

Page **2** of **2**

Fax: 973-599-6579

E-mail: kheald@universalservice.org

Exhibit E

Rachel Parton

From: Rachel Parton
Sent: Tuesday, March 25, 2014 11:05 AM
To: 'Heald, Karen'
Subject: RE: Erate App# 943560 letter
Attachments: SharpSchool email - East Noble FY2014.pdf

FRN 2629695 is East Noble's hosted email service with SharpSchool. That contract is now attached.

Thank you again,

Rachel Parton

E-Rate Consultant
AdTec, Inc.
Ph: 734-787-4561
Fax: 734-325-7574
www.AdTecErate.com

From: Heald, Karen [<mailto:Karen.HEALD@sl.universalservice.org>]
Sent: Tuesday, March 25, 2014 10:53 AM
To: Rachel Parton
Subject: RE: Erate App# 943560 letter

I wondered about that – but then I'm missing the vendor doc for FRN #2629695.

Thanks,

Karen

Karen J. Heald
Associate Manager, Program Integrity Assurance
30 Lanidex Plaza West | Parsippany, NJ 07054
T: 973.581.7578 | F: 973.599.6579
kheald@sl.universalservice.org

From: Rachel Parton [<mailto:rachel.parton@adtecerate.com>]
Sent: Tuesday, March 25, 2014 10:49 AM
To: Heald, Karen
Subject: RE: Erate App# 943560 letter

Ms. Heald,

I apologize sincerely – I sent you the wrong contract. Please see the attached contract for FRN 2628233, East Noble's web hosting service with SharpSchool for Funding Year 2014.

Thank you,

Rachel Parton

E-Rate Consultant
AdTec, Inc.
Ph: 734-787-4561
Fax: 734-325-7574
www.AdTecErate.com

From: Heald, Karen [<mailto:Karen.HEALD@sl.universalservice.org>]
Sent: Tuesday, March 25, 2014 10:08 AM
To: Rachel Parton
Subject: Erate App# 943560 letter

Good morning,

For FRN #2628233, the documentation from SharpSchool indicates that this is for web hosting service from 3/1/2014 – 6/30/2014. Since this is before the current funding year, I'll have to deny this FRN.

If you have any questions, please don't hesitate to contact me.

Thanks,

Karen

Karen J. Heald
Associate Manager, Program Integrity Assurance
30 Lanidex Plaza West | Parsippany, NJ 07054
T: 973.581.7578 | F: 973.599.6579
kheald@sl.universalservice.org

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